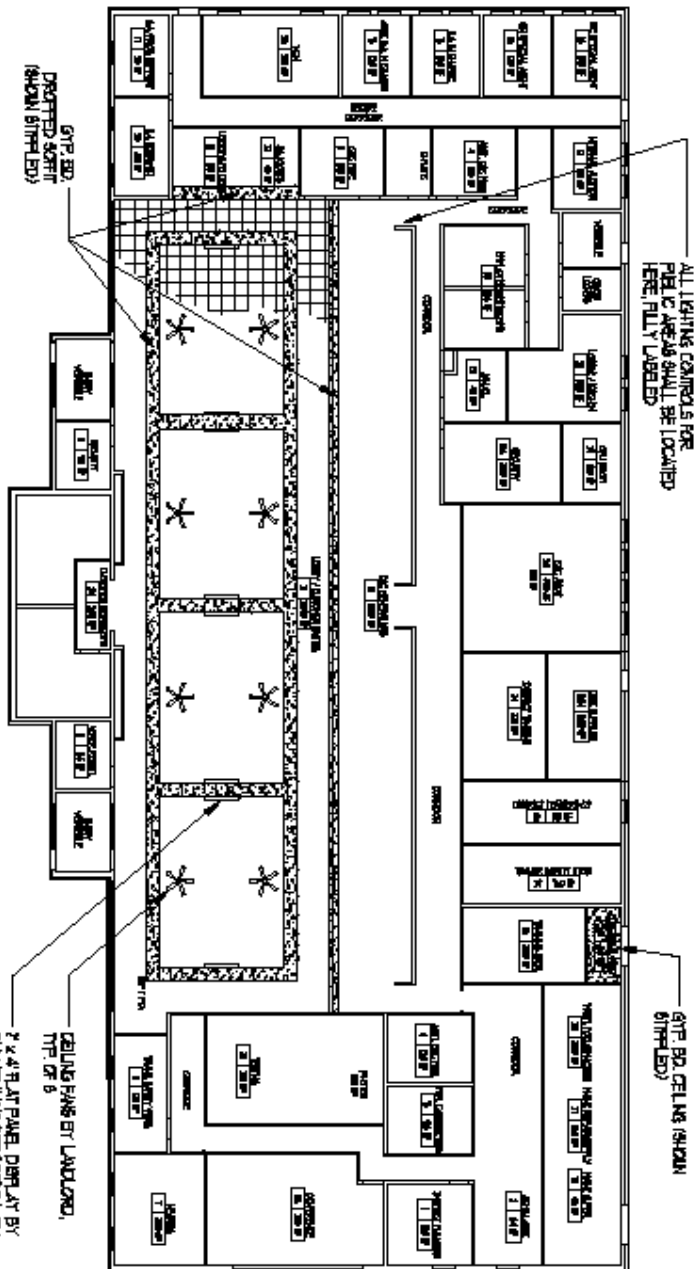


ATTACHMENTS TO ROANOKE CUSTOMER SERVICE CENTER CRITERIA

<u>Attachment No.</u>	<u>Item</u>
A1.1	Floor Plan
A1.2	Reflected Ceiling Plan
A2.1	Schematic Building Section/Soffit Detail @ Teller Line
A3.1	Room Finish Schedule
A4.1	Door Plan
A4.2	Door Schedule
A5.1	Electrical Power Data & Voice Plan
A5.2	Security & Fire Alarm Plan
A6.1	License Plate Display
A6.2	Teller Station
A6.3	Case Work
A6.4	Printer Counter
A6.5	Security Shelving
A6.6	Information Counter
A7.1	CPU Room
A7.2	CPU Electrical
A7.3	CPU Room “J” Box
Pg. 35	Instructions for Mounting State Seals
Pg. 36	Exterior Signage: Ground Sign Specifications
Pg. 37	Deed of Lease
Pg. 51	Exhibit B – Work Letter
Pg. 55	Exhibit C – Subordination, Attornment and Non-Disturbance Agreement



1. PLAN FOR SPECIALTY CEILING ONLY.
2. ALL SPACES RECEIVE ACT CEILING. INTERNOTED OTHERWISE (CEILING NOT SHOWN)

A12

29 MAY 01

ROANOKE CUSTOMER SERVICE CENTER
VIRGINIA DEPT. OF MOTOR VEHICLES
 COMMONWEALTH OF VIRGINIA

K O P A

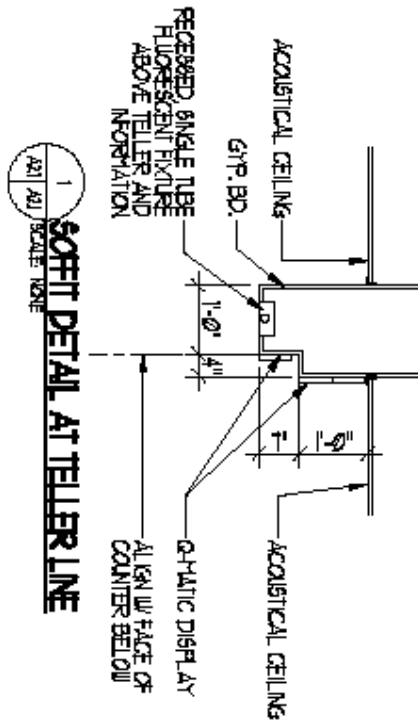


Architectural
 Drafting
 Project Management

SCHEMATIC BUILDING SECTION

10' 10' 10'

A A1 A1 B1 B2



25/4/21

A2.1 **29MAY01**
ROANOKE CUSTOMER SERVICE CENTER
VIRGINIA DEPT. OF MOTOR VEHICLES
COTTONLEATH OF VIRGINIA

KOPA

id	room name	floor	room	name	walls			ceilings			notes
					type	material	color	type	material	color	
1	Storage Room	01	0101	Storage	type	type	type	type	type	type	
2	Room 101	01	0102	Room	type	type	type	type	type	type	
3	Room 102	01	0103	Room	type	type	type	type	type	type	
4	Room 103	01	0104	Room	type	type	type	type	type	type	
5	Room 104	01	0105	Room	type	type	type	type	type	type	
6	Room 105	01	0106	Room	type	type	type	type	type	type	
7	Room 106	01	0107	Room	type	type	type	type	type	type	
8	Room 107	01	0108	Room	type	type	type	type	type	type	
9	Room 108	01	0109	Room	type	type	type	type	type	type	
10	Room 109	01	0110	Room	type	type	type	type	type	type	
11	Room 110	01	0111	Room	type	type	type	type	type	type	
12	Room 111	01	0112	Room	type	type	type	type	type	type	
13	Room 112	01	0113	Room	type	type	type	type	type	type	
14	Room 113	01	0114	Room	type	type	type	type	type	type	
15	Room 114	01	0115	Room	type	type	type	type	type	type	
16	Room 115	01	0116	Room	type	type	type	type	type	type	
17	Room 116	01	0117	Room	type	type	type	type	type	type	
18	Room 117	01	0118	Room	type	type	type	type	type	type	
19	Room 118	01	0119	Room	type	type	type	type	type	type	
20	Room 119	01	0120	Room	type	type	type	type	type	type	
21	Room 120	01	0121	Room	type	type	type	type	type	type	
22	Room 121	01	0122	Room	type	type	type	type	type	type	
23	Room 122	01	0123	Room	type	type	type	type	type	type	
24	Room 123	01	0124	Room	type	type	type	type	type	type	
25	Room 124	01	0125	Room	type	type	type	type	type	type	
26	Room 125	01	0126	Room	type	type	type	type	type	type	
27	Room 126	01	0127	Room	type	type	type	type	type	type	
28	Room 127	01	0128	Room	type	type	type	type	type	type	
29	Room 128	01	0129	Room	type	type	type	type	type	type	
30	Room 129	01	0130	Room	type	type	type	type	type	type	
31	Room 130	01	0131	Room	type	type	type	type	type	type	
32	Room 131	01	0132	Room	type	type	type	type	type	type	
33	Room 132	01	0133	Room	type	type	type	type	type	type	
34	Room 133	01	0134	Room	type	type	type	type	type	type	
35	Room 134	01	0135	Room	type	type	type	type	type	type	
36	Room 135	01	0136	Room	type	type	type	type	type	type	
37	Room 136	01	0137	Room	type	type	type	type	type	type	
38	Room 137	01	0138	Room	type	type	type	type	type	type	
39	Room 138	01	0139	Room	type	type	type	type	type	type	
40	Room 139	01	0140	Room	type	type	type	type	type	type	
41	Room 140	01	0141	Room	type	type	type	type	type	type	
42	Room 141	01	0142	Room	type	type	type	type	type	type	
43	Room 142	01	0143	Room	type	type	type	type	type	type	
44	Room 143	01	0144	Room	type	type	type	type	type	type	
45	Room 144	01	0145	Room	type	type	type	type	type	type	
46	Room 145	01	0146	Room	type	type	type	type	type	type	
47	Room 146	01	0147	Room	type	type	type				

1. ALL NEW DRYWALL MUST BE LEVEL 4 WITH
2. APPROVED WALL JOINT JOINTS MUST BE PROPERLY TAPED AND FINISHED WITH JOINT COMPOUND AND SANDPAPER. JOINTS MUST BE REINFORCED WITH JOINT TAPE.
3. ALL WALLS MUST BE PROPERLY FINISHED WITH JOINT COMPOUND AND SANDPAPER. JOINTS MUST BE REINFORCED WITH JOINT TAPE.
4. ALL WALLS MUST BE PROPERLY FINISHED WITH JOINT COMPOUND AND SANDPAPER. JOINTS MUST BE REINFORCED WITH JOINT TAPE.
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10. ALL WALLS MUST BE PROPERLY FINISHED WITH JOINT COMPOUND AND SANDPAPER. JOINTS MUST BE REINFORCED WITH JOINT TAPE.

[illegible]KOPA
A Political Connection ■

A3] 29 MAY 07
ROANOKE CUSTOMER SERVICE CENTER
VIRGINIA DEPT. OF MOTOR VEHICLES
 COMMONWEALTH OF VIRGINIA

[illegible]

1. Introduction

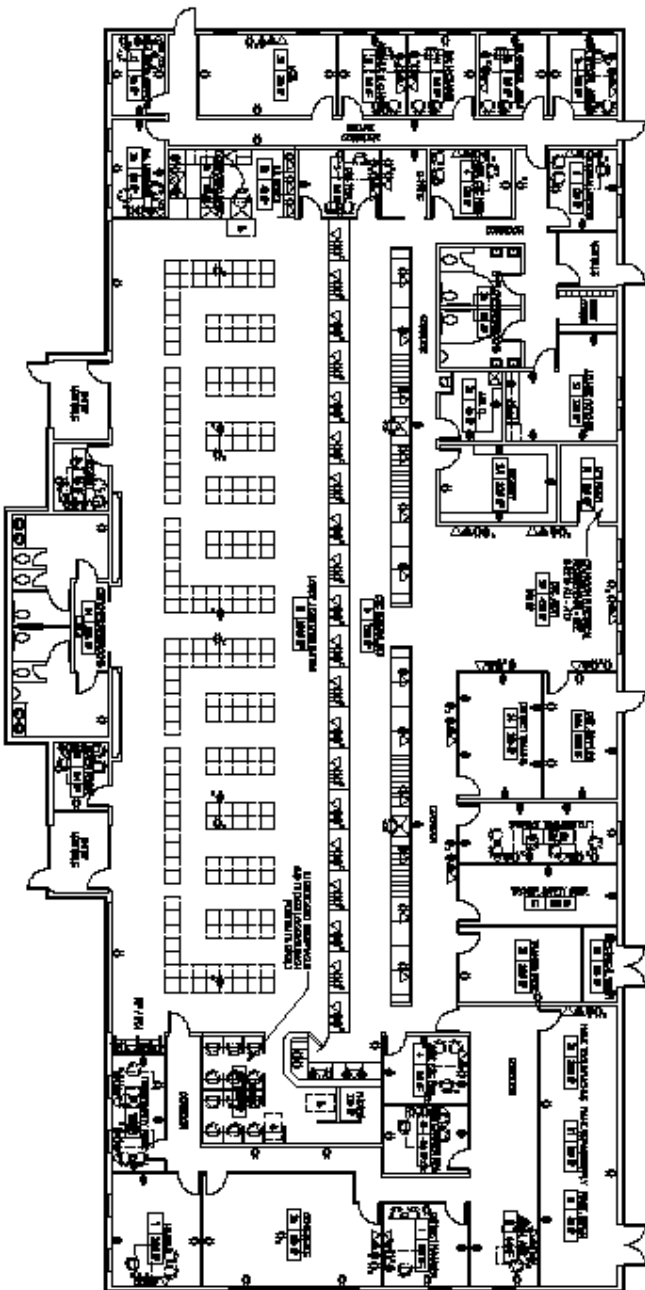
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Spon Plating
Profil Manager in**

AA.1 **25 MAY 01**
ROANOKE CUSTOMER SERVICE CENTER
VIRGINIA DEPT. OF MOTOR VEHICLES
COTTONWHEALTH OF VIRGINIA

[illegible]

Architects
Space Planning
Project Management

22



A ELECTRICAL POWER DATA AND VOICE PLAN

10 20 30

A5.1

29 MAY 01

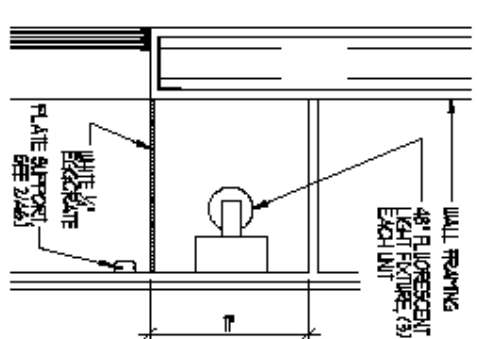
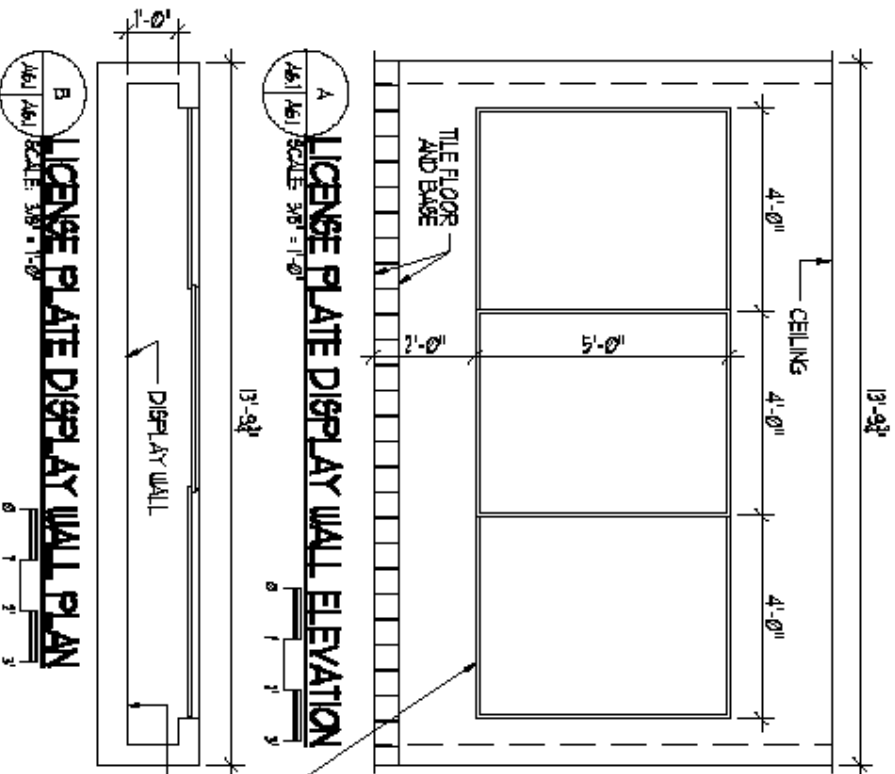
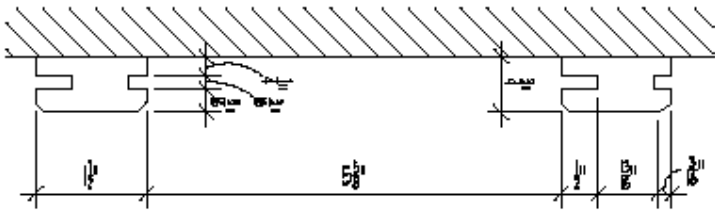
ROANOKE CUSTOMER SERVICE CENTER
VIRGINIA DEPT. OF MOTOR VEHICLES
 COMMONWEALTH OF VIRGINIA

LEGEND	
SYMBOL	DESCRIPTION
⊙	100' (30.48M) POWER & COMMUNICATION AIR (40' AIR AT COLLISION)
⊙ ₀	200' POWER & COMMUNICATION WITH INDICATED ORIENTATION
▲	TELEPHONE, IF AIR
▽	DATA CENTER, IF AIR
⊙ ₁	200' DATA CENTER, PROVIDED ABOVE



KOPA

• **Legend**
 • **Legend**
 • **Legend**



ALUMINUM FRAMING TO HOLD GLASS, DOUBLE-TRACK TO ALLOW CENTER GLASS TO SLIDE BY EACH SIDE MATCH COLOR OF DOOR AND WINDOW FRAMING.

PROVIDE 1/2" PLYWOOD BEHIND GYPSUM WALL BOARD FOR ATTACHMENT OF PLATE SUPPORTS. SEE DETAIL 21A61

A61

ROANOKE CUSTOMER SERVICE CENTER

VIRGINIA DEPT. OF MOTOR VEHICLES

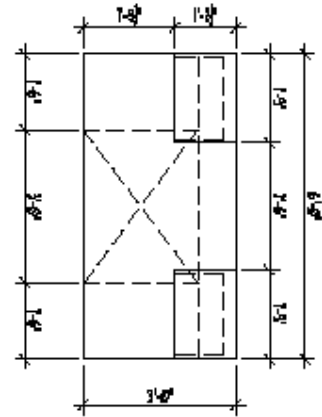
COTTONHEALTH OF VIRGINIA

3032 ARDENWOOD RD
SUITE 100
ROANOKE, VA 24012
TEL: 540-343-1111
FAX: 540-343-1112
WWW.COTTONHEALTHOFVIRGINIA.COM

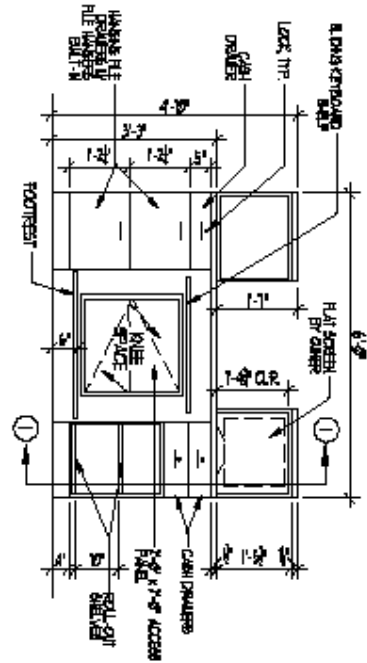
K O P A

ARCHITECT

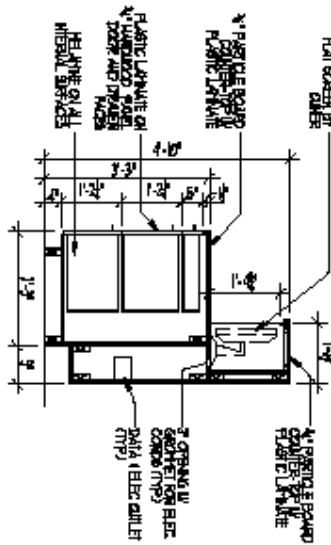
1000 N. GLENN ST.
SUITE 100
ROANOKE, VA 24012
TEL: 540-343-1111
FAX: 540-343-1112
WWW.KOPAARCHITECT.COM



A TOP TELLER STATION PLAN
A62/A63 SCALE 3/8" = 1'-0"



B TOP TELLER STATION ELEVATION
A62/A63 SCALE 3/8" = 1'-0"



1 SECTION THROUGH TELLER STATION
A62/A63 SCALE 3/8" = 1'-0"

NOTE: ONE STATION SHALL BE 2'-6" HIGH IN LIEU OF 3'-0".

A62

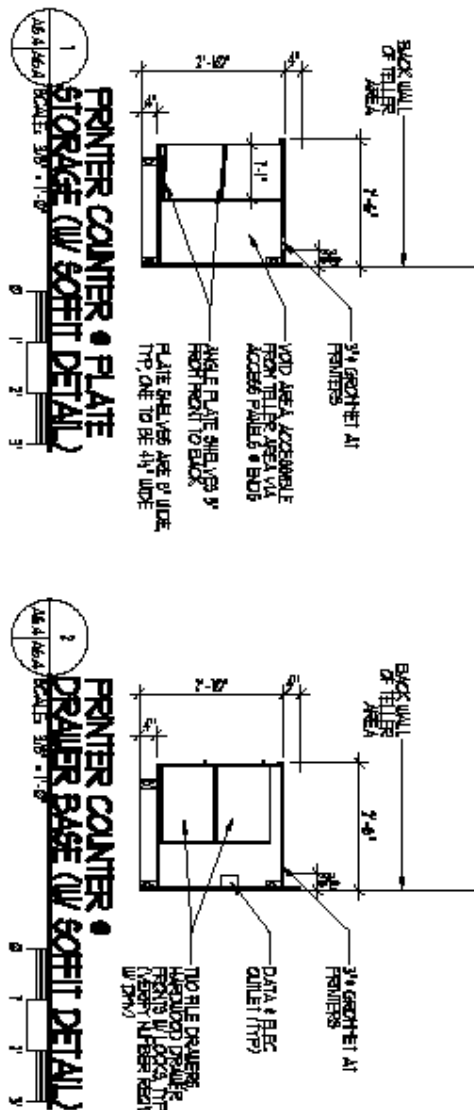
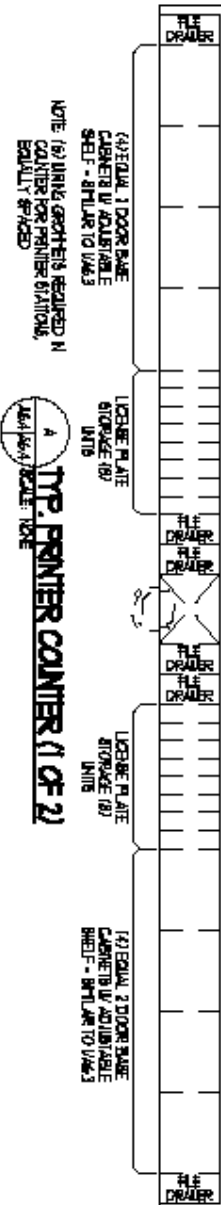
25MAY07

ROANOKE CUSTOMER SERVICE CENTER
VIRGINIA DEPT. OF MOTOR VEHICLES
COMMONWEALTH OF VIRGINIA



KOPA

Architect
Professional Seal
Virginia Department of Transportation

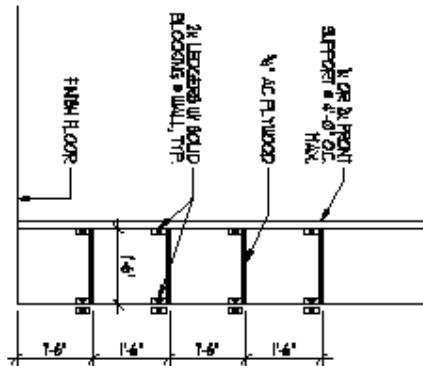


A6.4
ROANOKE CUSTOMER SERVICE CENTER
VIRGINIA DEPT. OF MOTOR VEHICLES
 COMMONWEALTH OF VIRGINIA

2014/01
 K O P A
 2. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 846. 847. 848. 849. 850. 851. 852. 853. 854. 855. 856. 857. 858. 859. 860. 861. 862. 863. 864. 865. 866. 867. 868. 869. 870. 871. 872. 873. 874. 875. 876. 877. 878. 879. 880. 881. 882. 883. 884. 885. 886. 887. 888. 889. 890. 891. 892. 893. 894. 895. 896. 897. 898. 899. 900. 901. 902. 903. 904. 905. 906. 907. 908. 909. 910. 911. 912. 913. 914. 915. 916. 917. 918. 919. 920. 921. 922. 923. 924. 925. 926. 927. 928. 929. 930. 931. 932. 933. 934. 935. 936. 937. 938. 939. 940. 941. 942. 943. 944. 945. 946. 947. 948. 949. 950. 951. 952. 953. 954. 955. 956. 957. 958. 959. 960. 961. 962. 963. 964. 965. 966. 967. 968. 969. 970. 971. 972. 973. 974. 975. 976. 977. 978. 979. 980. 981. 982. 983. 984. 985. 986. 987. 988. 989. 990. 991. 992. 993. 994. 995. 996. 997. 998. 999. 1000.

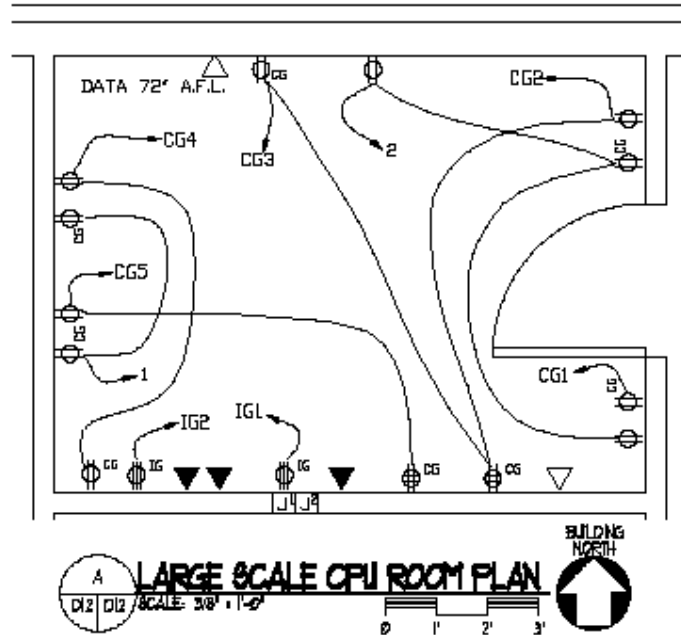
2. QUALITY FROM GROUND ALBO PAPERMAKERS IN LAMING III

**ROANOKE CUSTOMER SERVICE CENTER
VIRGINIA DEPT. OF MOTOR VEHICLES
COMMONWEALTH OF VIRGINIA**



1
14.5 14.5 / 14.5 14.5
FULL HT. PAINTED WOOD SHELVING
1.0' 1.0'

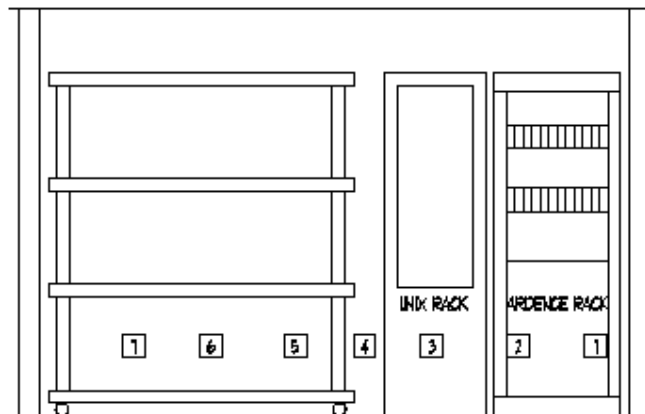
● **Academics**
3-year Periodic
Project Management in



ELECTRICAL POWER KEY	
SYMBOL	DESCRIPTION
	COMPUTER CABLE
	TELEPHONE / DATA-COMMUNICATIONS
	ISOLATED GROUND (10 / 15V, 20A SINGLE (STANDARD FACE) ELECTRICAL RECEPTACLE
	COMMON GROUND IN SERIES DOUBLE DUPLEX ELECTRICAL RECEPTACLE
	COMMON GROUND IN SERIES DUPLEX ELECTRICAL RECEPTACLE
	STANDARD DUPLEX ELECTRICAL RECEPTACLE
	6" CONDUIT MOUNTED IN WALL WITH A 90° ELBOW TO EXIT AT 12" AFF. INSTALL GROMMET ON CONDUIT TO PROTECT CABLES FROM SHARP EDGE
THIS ROOM SHOULD HAVE THE FOLLOWING NUMBER OF CIRCUITS:	
A. (2) ISOLATED GROUND (10 / 15V, 20A) CIRCUIT. B. (6) COMMON GROUND IN SERIES (10 / 15V, 20A) CIRCUITS. C. (2) CONVENIENCE (10 / 15V, 20A) CIRCUITS.	
	3" CONDUIT RUN UNDER BLAB FROM FRONT COUNTER. MOUNT SIMILAR TO J EXCEPT AT 6" AFF.

A7.1 13 MAY 07
ROANOKE CUSTOMER SERVICE CENTER
VIRGINIA DEPT. OF MOTOR VEHICLES
 COMMONWEALTH OF VIRGINIA

K O P Architects P C
 221 East Main Street, Suite 200
 Roanoke, VA 24001
 Tel: 540-344-1111
 Fax: 540-344-1112
 Email: info@koparchitects.com
K O P A
 A Professional Corporation
 Josh Berkus
 Space Planning
 Project: Motor Vehicle



C&C CPU ROOM ELECTRICAL • DATA CONDUIT LAYOUT
 SCALE: 3/8" = 1'-0"
 0' 1' 2' 3'

1. ARDENCE RACK: TWO (2) ISOLATED GROUND DUPLEX ELECTRICAL (ORANGE) RECEPTACLES BE INSTALLED AT THE FIRST STUD FROM THE LEFT CORNER OF THE COMPUTER.
2. DATA-COMMUNICATIONS: INSTALL ACCESS BOX AND CONDUIT FOR TWO (2) DATA COMMUNICATIONS CABLES APPROXIMATELY 16" FROM THE INSTALLATION OF THE ABOVE BOX (ITEM #1), 18" ABOVE FLOOR LEVEL.
3. UNIX BOX: 110/115V, 20 AMP DEDICATED, SINGLE PLUG ELECTRICAL RECEPTACLE BE APPROXIMATELY 18" FROM THE INSTALLATION OF THE ABOVE BOX (ITEM #2), 18" ABOVE FLOOR LEVEL.
4. TELEPHONE: INSTALL ACCESS BOX AND CONDUIT FOR TELEPHONE CABLE APPROXIMATELY 32" FROM THE INSTALLATION OF THE ABOVE BOX (ITEM #3), 18" ABOVE FLOOR LEVEL.
5. MISC. EQUIP: ISOLATED GROUND DOUBLE DUPLEX ELECTRICAL (ORANGE) RECEPTACLES BE APPROXIMATELY 16" FROM THE INSTALLATION OF THE ABOVE BOX (ITEM #4), 18" ABOVE FLOOR LEVEL.
6. SAME AS ITEM #5: APPROXIMATELY 32" FROM THE INSTALLATION OF (ITEM #5), 18" ABOVE FLOOR LEVEL.
7. MISC. DATA: INSTALL ACCESS BOX AND CONDUIT FOR COMPUTER CABLE APPROXIMATELY 16" FROM THE INSTALLATION OF THE ABOVE BOX (ITEM #6), 18" ABOVE FLOOR LEVEL.

(NOTE: ALL OF THE ABOVE MEASUREMENTS ARE APPROXIMATE TARGET DISTANCES AND ARE BASED ON A 10' BACK WALL AND CAN BE ADJUSTED

A12
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VIRGINIA DEPT. OF MOTOR VEHICLES
 COMMONWEALTH OF VIRGINIA

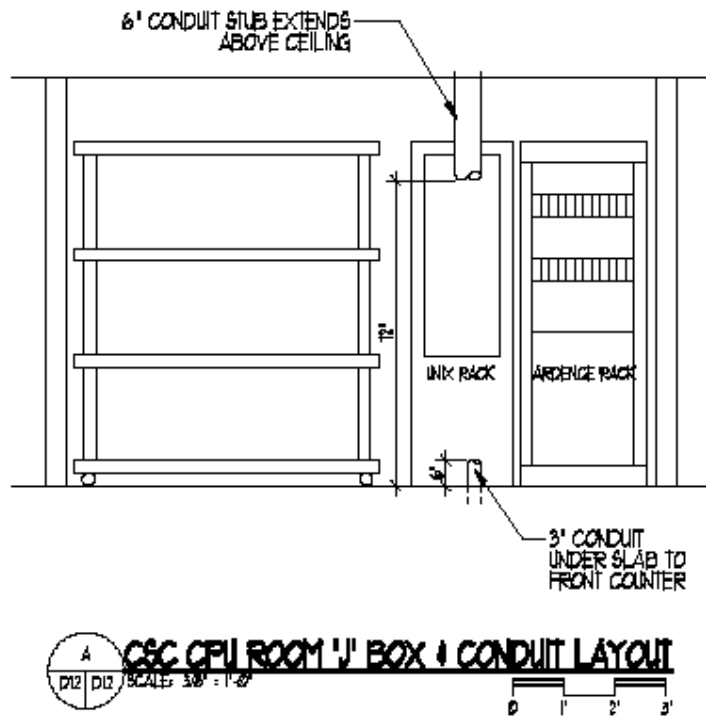
1314Y01

K O P Architects P C
 101 North Main Street, Suite 200
 Roanoke, VA 24002
 Tel: 540-344-1111
 Fax: 540-344-1112

K O P A

A Professional Corporation

Architects
 Interior Designers
 Engineers
 Planners
 Surveyors
 Environmental Scientists



A13 29MAY01
ROANOKE CUSTOMER SERVICE CENTER
VIRGINIA DEPT. OF MOTOR VEHICLES
 COMMONWEALTH OF VIRGINIA

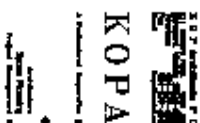
K O P Architects P C
 112 Market Street, Suite 200
 Roanoke, Virginia 24002-1000
 Phone: (540) 343-1122
 Fax: (540) 343-1123
K O P A
 A Professional Corporation
 Architects
 112 Market Street, Suite 200
 Roanoke, Virginia 24002-1000
 Project No. 99-0000000000

ROANOKE CUSTOMER SERVICE CENTER DEPARTMENT OF MOTOR VEHICLES COMMONWEALTH OF VIRGINIA

INDEX TO DRAWINGS

T10	TITLE SHEET, SHEET INDEX, SPECIFICATIONS
A10	PROPOSED FLOOR PLAN
A13	REFLECTED CEILING PLAN
A21	SCHLITZING BUILDING SECTION
A30	FINISH SCHEDULE
A40	PROPOSED DOOR PLAN DOOR TYPES
A42	DOOR SCHEDULE
A51	ELECTRICAL POWER DATA AND VOICE LAYOUT
A52	SECURITY & FIRE ALARM
A61	LICENSE PLATE DISPLAY DETAILS
A62	TELLER STATION DETAILS
A63	LOBBY KITCHEN CASINO DETAIL
A64	PRINTER COUNTER DETAILS
A65	PAINTED WOOD BAILING DETAILS
A66	INFORMATION COUNTER DETAILS
A71	CPL ROOM PLAN, LEGEND, NOTES
A72	CPL ROOM ELECTRICAL & DATA CONDUIT LAYOUT, NOTES
A73	CPL ROOM 1" BOX & CONDUIT LAYOUT

T10
ROANOKE CUSTOMER SERVICE CENTER
VIRGINIA DEPT. OF MOTOR VEHICLES
COMMONWEALTH OF VIRGINIA



INSTRUCTIONS FOR MOUNTING STATE SEALS

1. Contractor shall furnish 3/8 inch bolts 4 to 6 inches long. Length to be determined by Contractor.
2. Drill holes into brick or stone panel.
3. Fill holes with epoxy. No substitute.
4. Place bolts in seals and mount seals into holes in masonry.
5. Facing toward the front of the building, the Obverse seal shall be mounted on the left and the Reverse seal shall be mounted on the right.

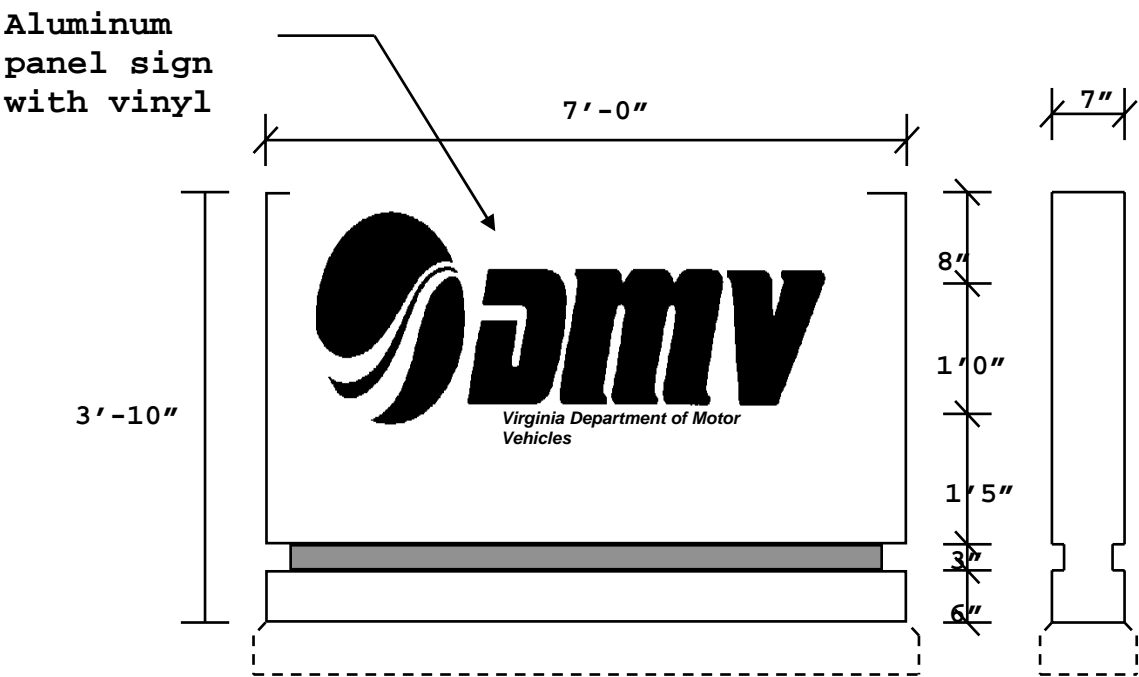


Obverse



Reverse

Exterior Ground Sign Specifications



Note: Sign will also contain the street address of the facility in letters that are large enough to satisfy local regulations.

NO SCALE

Deed of Lease

This DEED OF LEASE (the "Lease") is dated the _____ day of _____, 20__, between _____ [NAME IN ALL CAPS], a Virginia corporation / limited partnership / limited liability company, as Grantor ("Landlord"), and the COMMONWEALTH OF VIRGINIA, _____ [AGENCY NAME IN ALL CAPS], as Grantee ("Tenant"), with approval of the Governor pursuant to Section 2.2-1149 of the Code of Virginia (1950), as amended.

WITNESSETH

2. **PREMISES.** For and in consideration of the terms, conditions, covenants, promises and agreements herein made, Landlord leases to Tenant the following property or premises (the "Premises"), together with full rights of ingress and egress, in the City/County of Roanoke, Virginia. The Premises are more particularly described as:

[Insert legal description and address including zip code. Include rentable s/f and/or acreage, parking facilities and number of parking spaces]

A sketch of the floor plan of the Premises is attached hereto as Exhibit A.

2. **USE OF PREMISES.** The Premises are to be used and occupied by Tenant for _____ or for such purpose or purposes as Tenant may now or hereafter be empowered or authorized by law to use same.

3. TERM.

- (a) The initial term of this Lease (the "Initial Term") shall be _____ (__) months(s)/year(s), beginning on _____ 20__, (the "Commencement Date") and terminating on _____ 20__ (the "Termination Date").
- (b) Landlord warrants that Landlord alone, at the time this Lease is executed, has the right to lease the Premises, without the consent of any other party. It is expressly understood and agreed that this covenant by the Landlord constitutes a warrant. If Landlord does not have this right, then Tenant, in addition to any other remedy available at law or in equity, may immediately declare this Lease null and void from its inception and of no force and effect, without notice. In such event, no rent shall accrue or be deemed to have accrued for the term of this Lease, or for any part of the term.

4. RENT.

- (a) Tenant shall pay Landlord the sum of _____ and _____/100 Dollars (\$_____) as rent (the "Rent") for the Initial Term which shall be paid in arrears, in installments of _____ (\$_____), at the end of each month. Rent is due and payable beginning on _____, 20____, and each month thereafter for the Initial Term, including any renewal or extension thereof. The payment of all Rent shall be made payable to _____ and mailed to:

(Name) _____
(Address) _____

or to such other person or entity or at such other address as Landlord may designate from time to time by written notice to Tenant.

5. POSSESSION AND CONDITION OF PREMISES.

- (a) Landlord shall deliver quiet possession of the Premises to Tenant on the Commencement Date and shall provide quiet enjoyment of the Premises to Tenant during the Initial Term, and any renewals or extensions thereof.
- (b) On the Commencement Date, Landlord shall deliver the Premises to Tenant in good repair and in a condition suitable to the use for which it is leased.
- (c) Landlord, and its employees, agents and contractors, shall have the right to enter and pass through any part of the Premises, without prior notice, only in the case of an emergency. If Landlord, or Landlord's employees, agents or contractors, must enter the Premises in the case of an emergency, then as soon as practicable before or after such emergency entrance, Landlord, or Landlord's agent, shall contact _____ (Telephone # _____).
- (d) Landlord covenants that (i) the Premises and the building of which the Premises (the "Building") forms a part have been inspected by an Asbestos Inspector licensed by the Virginia Department of Professional and Occupational Regulation and the Building and the Premises are free of friable asbestos that is not managed under a management plan prepared by an Asbestos Management Planner licensed by the Virginia Department of Professional and Occupational Regulation; and (ii) any friable asbestos discovered in or on the Building or the Premises shall be promptly and properly removed by Landlord, at Landlord's sole expense, in compliance with applicable federal, state and local laws and regulations, provided that,

if the asbestos was introduced into the Premises by Tenant, the cost of the removal thereof shall be Tenants expense.

6. MAINTENANCE.

- (a) Landlord warrants that on the Commencement Date, the Premises and all its equipment, including the plumbing, heating, ventilation and air conditioning equipment and systems shall be in good repair and good working order.
- (b) Landlord shall equip the Premises and perform all alterations, replacements, improvements, decontamination, and additions to the Premises and the equipment upon the Premises, at Landlord's expense, as shall be necessary at any time during the Initial Term of this Lease, or any extension or renewal thereof, to comply with the provisions of Federal, State and local laws and regulations pertaining to health, safety, public welfare, and environmental protection, including laws and regulations pertaining to asbestos, carbon monoxide, polychlorinated biphenyls, urea formaldehyde, lead paint, radon, petroleum product storage tanks, and freon, regardless of the effective date of law or regulation unless the Premises are grandfathered from such laws or regulations. This subsection shall not apply if the necessity for compliance with these laws arises from a grossly negligent or willful act of Tenant or its employees and Tenant is found by a court of competent jurisdiction to be liable for such acts under the Virginia Tort Claims Act.
- (c) It shall be the sole responsibility and obligation of Landlord, at its expense and in accordance with applicable laws, technical publications, manuals and standard procedures, to (i) properly maintain, repair and replace all the structural portions of the Premises, including foundation, sub-floor, structural walls and roof, as well as to keep the Premises and all equipment and non-trade fixtures in good working order and to perform any required repairs, replacement and maintenance, and (ii) keep all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature affixed to or serving the Premises in good repair, condition and working order. All equipment and systems shall be maintained to provide reliable, energy efficient service, without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. As used herein, the word "repair" shall be deemed to include replacement of broken or cracked glass.
- (d) All other necessary or required maintenance, repairs and replacements to the Premises and common areas shall be the sole responsibility and expense of Landlord. Landlord's maintenance responsibilities shall

include the supply and replacement of all supplies, materials and equipment necessary for such maintenance.

- (e) Landlord shall not be obligated to make any repairs to the Premises due to damage caused by the grossly negligent or willful acts of Tenant, or its agents, employees, or contractors.
- (f) If Landlord fails to keep, repair and maintain the Premises and all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature affixed to or serving the Premises in good repair, condition and working order as provided in this Section, then Tenant, at its option, may either immediately terminate this Lease and all obligations hereunder, or proceed to make, or cause to be made, such upkeep, repair and maintenance, at Landlord's expense. Tenant may deduct the cost thus incurred in fulfilling the Landlord's obligations under this Lease from future Rent payments and/or may collect the cost from Landlord in any manner provided by law. Furthermore, Tenant shall be entitled to deduct from the rent, or any installment thereof, the per diem rental for each day that the Premises are rendered unsuitable for use as a result of the breakdown or malfunction of any equipment which Landlord has herein agreed to keep, repair, and maintain; provided, however, that this deduction from the Rent shall not commence until the first day after Landlord has been given notice (which may be oral) of the breakdown or malfunction. No notice of termination shall be given under this Section if Landlord has physically commenced such repairs or is causing such repairs to be made, and such repair work is being diligently and continuously pursued to completion in a good and workmanlike manner.
- (g) When and as snow and/or ice removal become necessary, Landlord shall promptly remove all snow and ice from all walkways, loading areas, common areas, and parking areas.

7. DAMAGE OR DESTRUCTION OF THE PREMISES.

- (a) If the Premises are damaged by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature or other casualty loss, and, in the reasonable opinion of Tenant, the Premises are thereby rendered untenable or unusable for Tenant's purposes; this Lease shall immediately terminate, at the option of Tenant, upon written notice to Landlord.
- (b) If the Premises are damaged by fire or otherwise, but in the reasonable opinion of Tenant is not rendered totally untenable and unusable, upon being notified to do so by Tenant or its duly authorized agent, Landlord shall repair and restore the Premises as promptly as possible to their

former condition, in which event there shall be a proportionate abatement of all Rent and other payments otherwise due to Landlord under the terms of this Lease, for the period during which the said repairs and restoration are being completed, for that portion of the Premises not substantially usable by Tenant during such period. If Landlord fails to make all repairs, replacement, restoration, or renovation as required in this subsection, or as otherwise required in this Lease where no other remedy is expressly provided, within a reasonable time after written notice to Landlord, then Tenant may choose either option (i) or (ii) below:

- (i) Tenant may undertake with its own resources to repair, replace, restore or renovate the Premises and may deduct the reasonable costs of the repairs, replacement, restoration, and renovation from the Rent or other payments otherwise due to Landlord under the terms of this Lease, or any renewal or extension thereof, or Tenant may collect all such costs from Landlord in any manner provided by law, if Landlord has not paid for such repairs within 30 days after receipt of billing therefore from Tenant; or
- (ii) Tenant may terminate this Lease by giving fifteen (15) business days written notice to Landlord. No notice of termination shall be given by Tenant under this subsection if Landlord, or its agents, has physically commenced repairs, replacement, restoration or renovation, and the work is being diligently and continuously pursued to completion in a professional and workmanlike manner.

- 8. ALTERATIONS BY THE TENANT.** Tenant, at its sole cost and expense, may make alterations and additions to the Premises as Tenant deems proper. Tenant, however, shall not make any structural alterations of the roof, foundation or exterior walls without the prior written consent of Landlord, unless made pursuant to Section 7(b) (i). Tenant, at its sole cost and expense, may install fixtures, partitions and make such other improvements as Tenant may deem proper and the title and ownership of materials used in such alterations and additions, and all fixtures, partitions, and other improvements made and/or installed by Tenant shall remain in Tenant. Upon termination of this Lease, Tenant may, at its option, remove the fixtures, partitions and other improvements made under this Section, in which event any damage to the Premises caused by removal, other than nominal damage (such as screw holes, bracket marks, etc.) shall be repaired by Tenant at its expense. If Tenant elects not to remove the improvements, it shall have no further responsibility for them or their removal.

9. UTILITIES AND SERVICES; INSURANCE; TAXES.

- (a) Landlord shall provide, at Landlord's expense, the following utilities and services for the Premises: heating and air-conditioning as conditions require, electricity, gas, water and sewer, janitorial, interior trash removal,

and telephone service connection to the Premises. If Landlord or Landlord's agent interrupts, discontinues or causes the interruption or discontinuation of any of these utilities or services, then Tenant, in addition to any other remedy available under the law, shall be entitled to deduct from the Rent, or other payments otherwise due to Landlord under the terms of this Lease or any renewal or extension thereof, either (i) the per diem rental for each day that the Premises are rendered unsuitable for use due to Landlord's failure to provide such utility or service, or (ii) the actual cost to provide the utility or service if not provided by Landlord.

- (b) Landlord shall be responsible for all real estate taxes or charges in lieu of taxes applicable to the Premises.
- (c) Landlord, at Landlord's expense, shall keep the Premises and the Building insured against damage by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature and casualty loss, under a broad form extended coverage or similar property loss policy. The policy shall cover at least eighty percent (80%) of the replacement cost of the Premises and the Building. In addition, Landlord shall maintain broad form general commercial liability insurance sufficient to ensure reasonable financial responsibility in the event of liability for injury, loss or damage at the Premises, the common areas and facilities.

10. CONDITION OF COMMON AREAS. Landlord, at Landlord's sole expense, shall maintain in a good, clean and safe condition, all common areas and common facilities, including all hallways, walkways, parking areas, and all related exterior lighting, to be used by Tenant in common with other tenants. If Landlord fails to maintain such areas or facilities in a good, clean and safe condition, or to make all repairs and/or improvements within a reasonable time after written notice, then Tenant may terminate this Lease or proceed to make repairs or improvements, pursuant to the provisions of Section 6(f).

11. ACCESSIBILITY BY PERSONS WITH DISABILITIES.

- (a) In addition to any other requirements or covenants in this Lease, and at all times during the Term, option and any renewal terms, Landlord covenants that, as to the Premises, the common areas and the parking facilities of the Building, it has fully complied, or will comply, to the fullest extent required by law, with:
 - (i) the facilities accessibility laws, regulations and standards required by the "Americans With Disabilities Act of 1990", including Titles II and III thereof, and the regulations and standards promulgated thereunder, including the regulations promulgated by the U.S. Department of Justice (28 CFR Chapter 1, Part 36 and the Standards for Accessible Design Pt. 36, App. A-entitled "ADA

Accessibility Guidelines for Buildings and Facilities"), as amended, and

- (ii) the minimum requirements of the Virginia Uniform Statewide Building Code (VUSBC), Volume I-New Construction, as amended, pertaining to access by the physically handicapped and aged persons, including Chapter 11 ("Accessibility") of said VUSBC, which, in part, incorporates the regulations and referenced standards of the U.S. Department of Justice identified above.

To the extent the minimum requirements of the VUSBC are more restrictive than applicable federal requirements, the more restrictive of the two shall control. Landlord further covenants that, following the date of execution of this Lease, all alterations of the Premises and common areas, including parking facilities, shall be undertaken by Landlord in such a manner that the ADA and the regulations and standards promulgated thereunder and the VUSBC are fully complied with to the extent required by law and as herein provided.

Tenant may discover that an element of the Premises, or the construction or design of the Premises, as well as the other facilities areas noted above, or alterations thereto, are not in compliance with the requirements herein set forth, including the referenced standards or guidelines pertaining to the ADA. In such event, Tenant shall promptly notify Landlord (or Landlord's agent) in writing detailing both the requirement and the noted deficiency and specifying the action required to bring about compliance.

Should the Landlord fail within thirty (30) calendar days following such notice to comply or to propose in writing an alternative for compliance which the Tenant deems acceptable, or, alternatively, fail to convince the Tenant that compliance is not required, either because such accommodation as would otherwise be required would constitute an undue hardship when measured against the financial resources of the Landlord or because the facilities are nevertheless accessible and usable by individuals with disabilities, then Tenant may undertake with its own resources to accomplish the work needed to achieve such compliance and may deduct the reasonable costs of such accommodation from the rents or other sums then otherwise due Landlord under the terms of this Lease, option and any renewal terms, or may terminate this Lease by giving three months' written notice to Landlord.

- (b) The foregoing provisions of this Section, as applied to Landlord, shall not apply to trade fixtures used or installed by Tenant or Tenant's layout of such trade fixtures.

12. DISCLOSURES; NON-WAIVER; APPROPRIATIONS.

- (a) Landlord understands and acknowledges that Tenant is an agency of the Commonwealth of Virginia and with respect to tort liability for acts or occurrences on or about the Premises, including product liability, the Commonwealth and Tenant are either (i) constitutionally immune (or partially immune) from suit, judgment or liability, (ii) insured, or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices.
- (b) Landlord understands and acknowledges that Tenant has not agreed to provide any indemnification or save harmless agreements running to Landlord. No provision, covenant or agreement contained in this Lease shall be deemed to be a waiver of the sovereign immunity of the Commonwealth of Virginia, or of Tenant, from tort or other liability.
- (c) This Lease shall be governed by, and construed according to, the laws of the Commonwealth of Virginia. The parties choose the City of Richmond, Virginia, as the venue for any action instituted pursuant to the terms of this Lease.
- (d) Notwithstanding any other provision of this Lease, if Tenant shall cease to exist, and is not replaced by a successor entity with similar powers and purposes, or its powers and authority are limited so as to not permit the continued use of the Premises for the purpose and use for which same are leased, then this Lease and all responsibility or obligations of Tenant under this Lease shall terminate. In such event, Tenant will endeavor to give as much notice as is reasonably possible of the event triggering the termination of this Lease and the anticipated termination date, but failure to give such notice shall not affect the termination.
- (e) Agencies of the Commonwealth of Virginia cannot expend funds unless appropriated by the Virginia General Assembly and may not obligate a future session of the Virginia General Assembly. Therefore, notwithstanding any provision in this Lease to the contrary, if any session of the Virginia General Assembly fails to appropriate funds for the continuance of this Lease, this Lease and all obligations hereunder shall automatically terminate upon depletion of the then currently appropriated or allocated funds.

13. REPORT OF OCCUPANCY.

- (a) Tenant shall, within fifteen (15) days after receipt of a written request by Landlord, submit to Landlord, or its designee, a written Report of Occupancy specifying: (i) the date of possession of the Premises by

Tenant and the date on which the Lease terminates, (ii) whether this Lease is in full force and effect, (iii) the annual Rent, (iv) whether there have been any modifications to the Lease, and if there have been, a description of all such modifications, and, (v) whether Tenant has knowledge of any default hereunder on the part of Landlord, or if it does have such knowledge, a description of any such default.

- (b) The issuance of a report requested under subsection 13(a), or any errors or omissions in such report: (i) shall not operate as an estoppel against either the Commonwealth of Virginia or Tenant, (ii) shall not form or provide any basis for liability against the Commonwealth or Tenant, and (iii) shall not operate as a waiver of any rights or defenses that may be available to the Commonwealth or Tenant either at that time or in the future.

14. CONDEMNATION.

- (a) Landlord shall give immediate notice to Tenant of any discussions, offers, negotiations or proceedings with any party regarding condemnation or taking of any portion of the Premises.
- (b) In the event that any portion of the Premises, or any portion of the Building, is taken by eminent domain, or sold to the holder of such power pursuant to a threatened taking, this Lease shall terminate effective as of the date of the taking. The date of taking shall be the earlier of: (i) the date on which title vests in the condemning entity or (ii) the date on which the condemning entity takes possession. In the event of a taking, Tenant assigns to Landlord any rights that Tenant may have in and to any portion of a condemnation award, but such an assignment shall exclude any portion that may be due for, or attributed to, Tenant's fixtures, moving expenses and allowances.

15. SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT. Upon request by Landlord, Tenant agrees to execute a Subordination, Attornment and Non-Disturbance Agreement that substantially conforms to Exhibit C, attached hereto, provided, however, that all such agreements are subject to approval by Tenant and the Office of the Attorney General of Virginia.

16. OPTION, TERMINATION, RENEWAL, AND HOLDOVER.

- (a) Option. Tenant shall have one option of five (5) years to extend the term of this Lease (“Option Term”) upon providing at minimum of six (6) months’ written notice to Landlord prior to the expiration of the Initial Term. During the Option Term, the annual rental for each year shall equal the annual rental for the preceding year increased by an amount equal to fifty percent (50%) of the CPI increase, if any, for the previous twelve (12) months. “CPI” is identified as the Index known as the “U. S. Department of Labor, Bureau of Labor Statistics Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), All Items, South Urban Region 1982-1984=100” or successor Index. All calculations shall be rounded to the nearest hundredth.
- (b) Termination. Unless otherwise terminated herein, Tenant may elect to terminate this Lease and vacate the Premises at the end of the Initial Term or any Option Term upon providing a minimum of six (6) months’ written notice to Landlord prior to the expiration of the Initial Term or any Option Term as may be applicable or upon providing a minimum of six (6) months’ prior written notice to Landlord at any time during any Renewal Term, as defined below.
- (c) Renewal. This Lease shall automatically renew and continue from year to year (“Renewal Term”) on the same and other terms and conditions as existed immediately prior to the commencement of the Renewal, including any escalation in Rent, if neither party has given a timely notice of termination as provided in (b) above.
- (d) Holdover. If Tenant continues to occupy the Premises after the termination date specified in a proper notice to terminate as provided in (b) above (“Holdover”), such Holdover shall be deemed a tenancy from month-to-month upon the same Rent and other terms and conditions as existed immediately prior to the commencement of the Holdover. Either party may terminate such holdover upon providing a minimum of four (4) months’ prior written notice to the other party.
- (e) Condition of Premises. At the termination of this Lease, Tenant shall peaceably deliver the Premises in the same condition as originally accepted, nominal damage and normal wear and tear excepted, and subject to any provisions to make repairs and restoration, as provided herein.
- (f) Posting of Notice. After notice of termination has been properly given by either party, Landlord may elect to post a notice that the Premises are available for rent. Landlord may show the Premises to prospective tenants only during Tenant’s normal business hours, with prior notice to Tenant and in such a manner so as not to disturb Tenant’s operations.

17. NOTICES.

All notices to the Tenant required or permitted under this Lease shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the Tenant addressed to:

Facilities Services & Planning Director
Department of Motor Vehicles
2300 West Broad Street, Room 726
Richmond, Virginia 23269-0001

With a copy to:

Division of Real Estate Services
Attn: Director
1111 E. Broad St., 7th Floor
Richmond, Virginia A 23219

- (b) All notices to the Landlord required or permitted under this Lease shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the Landlord addressed to:

_____ (Landlord Name)
_____ (Landlord Address)

- (c) Wherever a notice is required under this Lease, notice shall be deemed to have been duly given if in writing and either: (i) personally served; (ii) delivered by prepaid nationally recognized overnight courier service; or (iii) forwarded by Registered or Certified mail, return receipt requested, postage prepaid.
- (d) Each such notice shall be deemed to have been given to or served upon the party to which addressed on the date the same is received by the party or delivery is refused. Each party to this Lease shall notify the other party of a new address at which to mail notices, which notice shall be given in the manner provided above, and unless and until such notice of new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified in Section 17(a) or Section 17(b), as appropriate.
- (e) Where notice is sent by an alternative method, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is addressed.

- 18. BINDING EFFECT; AMENDMENTS.** The covenants, agreements, and rights contained in this Lease shall bind and inure to the respective heirs, personal representatives, successors and assigns of Landlord and Tenant. This Lease constitutes the entire, full and complete understanding and agreement between Landlord and Tenant, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Lease and shall be null, void and without legal effect. Neither party, nor any agent of either party, has any authority to alter, amend or modify any of the terms of this Lease, unless the amendment is in writing and executed by all parties to this Lease with the same formality as this Lease. This Lease shall not be effective or binding unless and until signed by all parties and Tenant obtains the recommendation of the Virginia Department of General Services and the approval of the Governor of Virginia, or his designee, as required by Section 2.2-1149 of the Code of Virginia (1950), as amended.
- 19. DEFAULT.**
- (a) The termination of this Lease by Tenant pursuant to the provisions contained herein shall not be a default hereunder.
 - (b) If either party shall breach any provision of this Lease, the non-breaching party shall give written notice thereof to the breaching party. The breaching party shall have thirty (30) days from the receipt of the notice to cure the breach and, if not so cured, the non-breaching party may, at its option, exercise such rights as may exist at law or in equity, except that Landlord shall not take possession of the Premises by any self-help remedy. The provisions of this subsection shall not be construed as imposing any additional obligations on the non-breaching party to the extent that this Lease permits the non-breaching party to take certain actions as a result of a breach by the other party.
- 20. PRESUMPTIONS.** No presumption shall be created in favor of or against any of the parties to this Lease with respect to the interpretation of any term or provision of this Lease due to the fact that this Lease, or any part hereof, was prepared by or on behalf of one of the parties hereto, as may be evidenced by the disclosure on the face of this Deed of Lease made pursuant to Virginia Code Section 17.1-223.
- 21. ASSIGNMENT.** Tenant may not assign this Lease, or sublet the Premises, without the written consent of Landlord, which consent shall not be unreasonably withheld or delayed, except that Tenant may assign this Lease to any other agency of the Commonwealth of Virginia without Landlord's consent.
- 22. HEADINGS.** The heading of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.

23. ADDITIONAL PROVISIONS. This Lease is subject to the following terms, conditions, modifications, additions and/or deletions provided in the following designated attachments, exhibits and riders, which are hereby incorporated into this Deed of Lease:

Attachments: _____

Exhibits: _____

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals.

LANDLORD: _____ [ALL CAPS]
A Virginia corporation / limited partnership / limited liability company

By: _____
Title: _____

TENANT: COMMONWEALTH OF VIRGINIA
[NAME OF DEPARTMENT, AGENCY OR INSTITUTION]

By: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing Deed of Lease was acknowledged before me this _____ day of _____, 20__ by _____ acting in his/her capacity as _____ of _____ [insert name of corporation, partnership etc.] on behalf of the [corporation, partnership etc].

My commission expires: _____

Notary Public

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing Deed of Lease was acknowledged before me this _____ day of _____, 20__ by _____ acting in his/her capacity as _____ of the Commonwealth of Virginia, _____ [insert Agency name], on behalf of the agency.

My commission expires: _____

Notary Public

OFFICE OF THE ATTORNEY GENERAL

Approved as to form:

By: _____
Assistant Attorney General

RECOMMEND APPROVAL:

DEPARTMENT OF GENERAL SERVICES
AND ITS DIVISION OF ENGINEERING AND BUILDINGS

By: _____
Director

APPROVED BY THE GOVERNOR:

Pursuant to Section 2.2-1149 of the Code of Virginia (1950), as amended, and as the official designee of the Governor of Virginia, as authorized and designated by Executive Order 88 (01) dated December 21, 2001, I hereby approve the acquisition of the Premises pursuant to this Deed of Lease for and on behalf of the Governor of Virginia.

Secretary of Administration

Date

Exhibit B

(Consist of this Work Letter and the Roanoke Customer Service Center Criteria)

Work Letter

Landlord and Tenant do hereby agree that the following additional provisions contained in this Work Letter are made a part of, and incorporated in, the foregoing and annexed Deed of Lease dated _____, 20____, demising certain property (land and improvements) in Roanoke, Virginia, (the "Lease"). The provisions of this Work Letter shall prevail and control in any instances where the same conflict with the provisions of the Lease. Words and phrases contained in this Work Letter have the same meanings as are defined therefore in the Lease.

Landlord, at Landlord's sole expense, except as otherwise herein provided, covenants and agrees to build and construct a new one story building of the size stated in the Lease and to perform and complete all the following construction and improvements herein specified, so as to build, improve and fit the Demised Premises for occupancy by the Tenant.

1. All work as specified in the Lease (including all exhibits and attachments thereto) and in this Work Letter (including all exhibits and attachments hereto), including the detailed architectural plans and specifications to be prepared and approved under Paragraph 3 below and the Roanoke Customer Service Center Criteria (with all attachments thereto). Such work shall include construction of the entire parking lot, pavement, striping and general landscaping as planned for the site, and proper hook-up for electrical and telephone service and for municipal water and sewer service.
2. The space and premises to be occupied by Tenant shall be suitable for use as the Roanoke Customer Service Center. All construction and other work shall be done and performed in a good and workmanlike manner by Landlord or Landlord's contractors at Landlord's sole expense. Landlord's construction responsibilities include all required work as specified above, including proper start-up and testing of all equipment and systems required to be provided and/or installed by Landlord.
3. Landlord shall prepare detailed architectural plans and specifications consistent with all of the requirements of the Lease and this Work Letter, including all exhibits and attachments thereto and hereto, and shall prepare a detailed site layout plan, and submit same for review and approval by Tenant prior to the commencement of construction. Landlord shall also specify the location of all interior and exterior improvements, and the entrances and exits and the boundaries of the land to be included within the Demised Premises. In the event that Tenant and Landlord are unable to agree on the plans and specifications to be used in the construction of the building, parking lot, or the location of the improvements, then either party may terminate the Lease upon ten (10) days' written notice to the other; provided however, that if the party receiving such

notice agrees (prior to the expiration of the ten days) to the demands of the party sending such notice, then the Lease shall remain in full force and effect. The review and approval of plans, specifications and site layout by Tenant are for Tenant purposes only, and are not for the benefit of Landlord or any other party. Landlord and Landlord's architects and/or designer and/or engineers shall be solely responsible for insuring that the structure and all improvements on the site are properly designed and constructed from a structural and engineering standpoint and meet all applicable zoning, building and other code requirements. Tenant shall not be responsible for any design, engineering, structural or construction defects or deficiencies relating to any improvements to be constructed on the Demised Premises or the maintenance of such improvements during the term of the Lease or any extensions thereof by virtue of its review and approval of plans, specifications and site layout, all of which shall be Landlord's sole responsibility, and no such approval by Tenant shall constitute a waiver of the obligations, terms and provisions in this Lease.

The Landlord will furnish to the Tenant a copy of the (1) Floor Plan, (2) Elevations, (3) Site Plan, (4) Interior Color Boards with Alternate, (5) Exterior Color Board with Alternate, (6) Wall Section, (7) Exterior Lighting and Electrical Floor Plan, (8) Cabinet Details, (9) Mechanical Plans, (10) Fire Protection Plan, (11) Landscaping Plan, (12) Design/Construction details for exterior sign, (13) All P.A. Specifications and Suggested Locations, and (14) Fire Alarm System Specifications for Tenant's approval, and by signing these exhibits the Tenant and Landlord acknowledge that the exhibits are part of the contract and will be used in the construction of the premises. Should there be a conflict in the above exhibits and the Work Letter (Exhibit B); the Department of Motor Vehicles will decide the most stringent requirements and the Landlord will adhere to that decision.

4. It is understood and agreed that Landlord shall undertake and use its best efforts to complete the construction and other work herein specified to prepare Tenant's Demised Premises for occupancy in a good and workmanlike manner, using new and good quality materials as soon as practicable but no later than August 1, 2008. In the event Tenant finds (1) that all such construction and other work herein required has not been substantially and satisfactorily completed and the Demised Premises ready for occupancy and use by August 1, 2008, or (2) that the construction and other work to the Demised Premises is not in compliance with the requirements specified in the Lease and this Work Letter, or (3) that such construction and other work has not been preformed in a good and workmanlike manner or has been done with used or poor quality or shoddy materials, or (4) that all required building inspections and approvals applicable to such construction and other work have not been properly obtained from local and/or state building inspectors, or (5) that such construction and other work is not in compliance with all applicable building codes, then, in any such event, Tenant may refuse to accept the premises. The Lease Term shall not commence, and no rent shall accrue hereunder, until Tenant has formally accepted the premises following such construction, testing and other work, which shall be evidenced by a written letter

from Tenant. All forms and types of deficiencies, plus any punch list items noted by Tenant after inspection, shall be specified by Tenant in writing to Landlord. Landlord agrees to promptly correct all deficiencies and punch list items, and Tenant shall not be obligated to accept the premises until the same are satisfactorily corrected or remedied. Tenant shall have no obligation to occupy the premises until formal acceptance thereof. Tenant agrees to give such formal acceptance (by written letter), without delay, upon substantial and satisfactory completion of such construction, testing and other work, and the correction of any deficiencies or punch list items noted as above.

5. Subject to the foregoing provision, upon the construction, testing and other work being satisfactorily completed and accepted by Tenant, and provided the local building inspector or building authority has issued certificates of occupancy and other required approvals, Tenant will take possession and occupy the premises. Provided, however, that in no event shall Tenant be obligated to take possession prior to August 1, 2008. Landlord agrees to provide Tenant with seven (7) days' advance notice of substantial completion of such work and the availability of the Demised Premises for occupancy (which shall be in addition to the obligation to keep Tenant generally advised of work progress)

Thereafter, Tenant shall be afforded an opportunity for a walk-through inspection to determine if there are deficiencies as outlined hereinabove. In the event the construction and other work on the Demised Premises here in is completed and accepted by Tenant in advance of August 1, 2008, or following such date (in the event of late completion), rent under this Lease shall commence effective as of the date Tenant takes possession if prior to August 1, 2008, or if on or after August 1, 2008, as of the date of written acceptance, and Tenant will occupy such premises thereafter. Notwithstanding advance completion, acceptance and possession, the Initial Term shall commence on August 1, 2008, and rents shall be prorated to such date. In the event of acceptance on August 1, 2008, or thereafter (late completion), the parties hereto agree that the Initial Term shall commence on the date of acceptance if such date is the first day of a calendar month, and if not, the term shall commence on the first day of the calendar month next following such acceptance of the premises by Tenant, in which event rent shall be prorated for any fractional portion of the month following acceptance based on the regular monthly rent for the first year of the Initial Term hereunder, and paid together with the first regular monthly rent payment. In the event of modification or postponement (due to late completion) of the commencement date, the termination date shall be adjusted to reflect the same Initial Term (15 years) established on Page 1 of this Lease. In such event, Landlord and Tenant agree that they will jointly execute a written Certificate of lease Commencement which will evidence the correct commencement and termination dates of the Lease term hereunder, in the manner specified above, as well as other dates or time periods specified in this Lease.

6. Landlord agrees that time is of the essence with respect to delivery of the Demised Premises on or before August 1, 2008, and to the extent hereinafter provided, agrees to indemnify and hold Tenant harmless from any costs, claims, expenses or liabilities arising from or incident to Landlord's failure to deliver the Demised Premises in a timely fashion. Landlord acknowledges that the lease for Tenant's current Customer Service Center facility or premises in Roanoke, Virginia, terminates on August 31, 2008, and that said facility must be vacated by such date. Further, it is a material consideration of this Lease that there be a thirty (30) day period or overlap between the date the Demised Premises are "available for beneficial occupancy" (as such phrase is herein below defined) and the date of termination of the lease for Tenant's current facility so as to allow for a coordinated and orderly relocation of the Customer Service Center with minimal disruption to service. Landlord agrees that if the Demised Premises are not available for beneficial occupancy by August 1, 2008, and the Tenant determines, in its sole discretion, to extend its current Customer Service Center lease to such future date (based on the anticipated date of availability for beneficial occupancy), as will provide a minimum thirty (30) day period or overlap for coordinated relocation, and provide Tenant is able to secure a lease agreement for such extension, Landlord will pay all costs and expenses incurred by Tenant in extending its current lease so as to maintain service and to provide such minimum thirty (30) day period or overlap, including rent, rent expenses or liability, excess storage charges and any rent premiums or additional or extraordinary expenses. If Tenant decides not to extend or is unable to extend its existing or current lease so as to provide such minimum thirty (30) day period overlap and its new Customer Service Center is not available for beneficial occupancy on or before August 1, 2008, then Landlord shall pay to Tenant as liquidated damages and not as a penalty: (a) the full cost of the rent for each day following August 1, 2008, until thirty (30) days after the date the Demised Premises and new facilities to be constructed under this Lease are available for beneficial occupancy, and if Tenant determines, in its sole discretion, to relocate to and open a temporary service center facility, in addition to the cost of rent for each day at the temporary service center facility, the cost of a one time set-up and relocation costs to a temporary facility, provided such relocation occurs. "Available for beneficial occupancy" is defined for this paragraph as the day after the County/City of Roanoke issues a Certificate of Occupancy for the Demised Premises or the day on which all construction work, testing and other required work under this Lease have been satisfactorily completed and accepted by Tenant in the manner and as provided in Paragraph 4 of this Work Letter, whichever shall occur last. Any additional rents or liquidated damages hereunder may be deducted and offset from rents due under this Lease.

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

This SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT is dated _____, 20__ by and between _____ ("Lender"), _____, a Virginia limited partnership/corporation/limited liability company ("Landlord") and the COMMONWEALTH OF VIRGINIA, _____ (Agency) ("Tenant").

WHEREAS, by Deed of Lease (the "Lease"), dated _____, 20__, Landlord demised certain property described as _____, Virginia (the "Premises") to the Tenant;

WHEREAS, Lender is secured by a Deed Of Trust (the "Deed of Trust") upon certain property, of which the Premises forms a part (the "Property"), described in Exhibit A, which exhibit is attached hereto and made a part hereof; and,

WHEREAS, Lender has requested that Tenant execute a subordination and attornment agreement and Tenant has agreed upon the condition that it simultaneously be provided with certain assurances that its tenancy under the Lease will not be disturbed.

NOW, THEREFORE, for and in consideration of the respective and mutual agreements herein set forth the parties agree as follows:

Lender hereby expressly agrees that as long as Tenant or its lawful successors or assigns shall continue to pay the rent as provided for in the Lease and otherwise comply with the terms and provisions thereof, neither Lender nor its successors or assigns shall disturb Tenant or its lawful assigns in its quiet possession of the Premises during the term of the Lease.

Lender further agrees that the lien of the Deed of Trust shall not cover any of Tenant's fixtures, alterations or improvements which Tenant, under the terms of the Lease, is permitted to remove from the Premises.

Tenant agrees that its rights under the Lease shall be subordinated to the lien of the Deed of Trust provided that Tenant's tenancy shall not be disturbed nor shall the Lease be affected by any default under the Deed of Trust. Tenant further agrees that, in the event of a foreclosure or other enforcement of the Deed of Trust, or sale in lieu thereof, it will attorn to any purchaser of the Property of which the Premises form a part, and recognize such purchaser as Landlord under the Lease upon the then executory terms and conditions of the Lease for the remainder of the term of the Lease, provided that such purchaser shall then be entitled to possession of the Premises subject to the provisions of the Lease.

IN WITNESS WHEREOF, the parties have affixed their signatures and seals.

LENDER: _____

By: _____

Name: _____

Title: _____

LANDLORD: _____,
a Virginia general partnership

By: _____

Name: _____

Title: _____

TENANT: COMMONWEALTH OF VIRGINIA

Department of Motor Vehicles

By: _____
Commissioner

OFFICE OF THE ATTORNEY GENERAL

Approved as to Form:

By: _____
Assistant Attorney General

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing Subordination, Non-Disturbance and Attornment Agreement was
acknowledged before me on the ____ day of _____, 200_ in the jurisdiction
aforesaid, by _____, as _____, of
_____ (Name of Lender).

My commission expires: _____

Notary Public

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing Subordination, Non-Disturbance and Attornment Agreement was acknowledged before me the ____ day of _____, 2005, in the jurisdiction aforesaid, by _____, as _____ of _____ (name of Landlord), a Virginia _____, on behalf of the partnership/ corporation/limited liability company .

My commission expires: _____

Notary Public

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing Subordination, Non-Disturbance and Attornment Agreement was acknowledged before me on the ____ day of _____, 200_ in the jurisdiction aforesaid, by _____, as _____ of the Commonwealth of Virginia, _____ (Agency).

My commission expires: _____

Notary Public